

**TRABUCO CANYON WATER DISTRICT
32003 DOVE CANYON DRIVE
TRABUCO CANYON, CA 92679**

**(949) 858-0277 (Telephone)
(949) 858-3025 (Facsimile)**

www.tcwd.ca.gov

PUBLIC MEETING ROOM USE POLICY

**BOARD APPROVED
APRIL 19, 2006**

SECTION A. NON-PROFIT* PUBLIC MEETING ROOM USE POLICY FOR NON-FEE USERS

The Trabuco Canyon Water District (TCWD) is pleased to offer its Public Meeting Room for use by other non-profit organizations that are located within the District's boundaries. The following conditions apply.

1. Time of Use

- a. TCWD's public meeting room may be used after regular working hours, Monday through Thursday.
- b. The permitted hours of use are from 5:00 p.m. to 10:00 p.m. only.
- c. The public meeting room may be used one time per month by any particular organization without charge.

2. Fee Schedule

- a. No fee is charged to non-profit organizations for the first use per month.
- b. If subsequent use is requested and approved during a given month, the non-profit organization agrees to pay \$86.00 for each use.

3. Approved Facilities Use Conditions

- a. Organizations will access the building through the front entry doors.
- b. Usage is limited to the Public Meeting Room and the restrooms.
- c. The table in the Public Meeting Room should not be moved or taken apart. Additional rectangular tables are available for use upon request.
- d. As a general policy, food and drinks are prohibited within the facility. However, if non-profit users place a \$200.00 cleaning deposit with the District, food and drinks are permitted. The Public Meeting Room must be left clean and clear of food and debris.
- e. If an organization needs to cancel the use of the Public Meeting Room, they must do so 24 hours in advance to avoid being invoiced for the labor of District personnel.

4. General Use Conditions

- a. Certificate of Insurance. The organization must provide a current Certificate of Insurance naming the District as an additional insured. It is the responsibility of the organization to keep the Certificate of Insurance current.
- b. The name of the current President/Chairman of the organization must be provided to the District. It is the responsibility of the organization to keep the information current with the District.
- c. The organization is responsible for any damage incurred due to its misuse of the facility.
- d. Smoking is not permitted within the facility.

The signature of the individual on this Public Meeting Room Use Policy indicates that the non-profit organization is aware of and will abide by the use conditions.

Name of Non-Profit Organization

President/Chairman (Printed Name/Signature)

Date

If Homeowners Association, Name of Property Management Firm

District Approval:

Don Chadd, General Manager

Date

*Nonprofit must provide proof of 501 (c)(3) certification

SECTION B. PUBLIC MEETING ROOM USE POLICY FOR FEE USERS
(Applicable to persons or groups who do not qualify for Public Meeting Room
Use in Section A.)

The Trabuco Canyon Water District's Public Meeting Room and ancillary facilities are available for public use for a fee.

1. Time of Use

The Public Meeting Room will be made available at reasonable hours, as determined by TCWD's General Manager.

Use of the Public Meeting Room may not interfere with the non-fee users who have scheduled the Room.

The Public Meeting Room may be used during TCWD's business hours if, in the determination of the General Manager, such use will not interfere with the business or operations of the District.

2. Conditions of use

The Public Meeting Room use shall be in compliance with the Facility Rental Agreement, Exhibit A (attached).

3. Fee Schedule

Fees for the Public Meeting Room and ancillary facilities are noted in Exhibit B (attached).

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**FACILITY RENTAL AGREEMENT
PUBLIC MEETING ROOM**

EXHIBIT "A"

This Facility Rental Agreement ("Agreement") is made between _____ (hereinafter known as "Licensee") and the TRABUCO CANYON WATER DISTRICT, a county water district, (Hereinafter known as "Licensor"). This Agreement is in no way intended to guarantee use of the facilities to Licensee and Licensor retains the power to cancel this Agreement at any time without notice.

Licensed Space: Licensor grants to Licensee the use of that portion of the Public Meeting room set forth herein, subject to the terms and conditions of this Agreement, for the purpose of activities in conjunction with a private event described as follows:

The space that Licensee requests use of consists of the following area and facilities:

- ☐ Public Meeting Room
- ☐ Kitchen
- ☐ Ancillary Exterior Area

Use Date: Use of the licensed space shall begin and end on the following dates and at the following times:

Date: _____ Time: _____ m. - _____ m.

Licensee agrees that Licensee shall have access to the designated licensed space for up to 2 hours following the designated event for clean-up purposes only at no additional charge. However, Licensee also understands and agrees that the designated Licensed Space may not be used or occupied for decoration or set up purposes prior to the Use Time set forth hereinabove. Should Licensee require additional time for decoration or set up, that time should be set forth above as a part of the Use Time.

Site Meeting: A coordination meeting shall be held between the Licensee and Licensor staff at least _____ days prior to the event. Caterers and event coordinators should also attend the site meeting. Failure to complete a site meeting may result in cancellation and forfeiture of fees and deposits.

Reservation Policy: Licensee understands and agrees that room reservations are on a first come, first serve basis except as otherwise provided by the Policies and Procedures applicable to the Trabuco Canyon Water District. The licensor will accept event reservation up to one (1) year in advance, but no less than 30 days in advance. All Licensees must complete this Facility Rental Agreement in order to be eligible to use

any part of the facility. Requests received less than 30 days in advance will be granted if conditions allow. A date will be considered confirmed as definite after this Facility Rental Agreement is signed, approved, and a deposit is received. The reservation must be made and the Facilities Rental Agreement entered into by persons at least 21 years of age. A picture I.D. may be required to verify age and/or residency.

Deposit and Payments: Licensee understands and agrees that a refundable security deposit per the Fee Schedule will be due and payable. If the event is denied, the security deposit(s) will be returned in full. One half of the rental payment amount will be due within 14 days of the approval of this Facility Rental Agreement. The remaining final balance will be due within 7 days of the event. Licensee understands and agrees that if any part of the deposit is not timely received, Licensor reserves the right to cancel the event without further notice.

Licensee agrees to pay to Licensor the facility use fee of \$_____ for Licensee's use of the space(s) described above for the purposes specified above. If such fees are not paid, the reservation is subject to cancellation.

Cancellation Policy: Cancellations will be accepted up to _____ days prior to the event. All cancellations will result in the forfeit of the rental deposit. The security deposit(s) will be returned.

Kitchen Reservation: Request for use of the kitchen must be indicated on this Agreement. If using a caterer, a copy of the caterer's license and proper insurance certificate(s) must be received at least 14 days prior to the event. If food and refreshments are sold, a health permit may be required. Proof of permit must be on file with the facility coordinator at least 7 days prior to the event. Licensee understands and agrees that if the requested permits are not timely provided, Licensor reserves the right to cancel the use of the Kitchen or the service of food or refreshments at the event without further notice.

Deliveries: Licensee must request permission and schedule deliveries with the facility coordinator or Licensor's designee. Licensee understands and agrees that Licensor representatives are not authorized to sign for any deliveries and are not authorized to permit any deliveries that vary from scheduled use Times. Licensee agrees to hold the Licensor free and harmless, and not responsible, for any items delivered early or left behind. No deliveries shall be allowed while another event is in progress.

Delivery Identification:

Vendor _____	Product _____
Vendor _____	Product _____
Vendor _____	Product _____

Supplied Equipment: The Licensor provides tables and chairs for the event which are available for a rental fee. (See attached Fee Schedule). The Licensee must supply tablecloths, china, centerpieces, etc.

Equipment Rental: Equipment such as podiums, microphones, and projectors may be made available. (See attached Fee Schedule)

Decorations: In accordance with all appropriate fire regulations, all candles must be enclosed in glass. Licensee shall not affix anything to the walls, ceilings, floors, or furnishings. Birdseed, bubbles, rice, glitter, confetti, and similar materials are prohibited. All decorations must be flame retardant and meet all applicable codes.

Signs and Displays: Licensee understands and agrees that no signs, messages, or other materials will be posted, displayed, distributed, or announced in, or adjacent to the facilities without prior written approval of Licensor. Any exterior signs shall also be approved by the Licensor. Licensee request s permission to post the following signs or decorations (detail content and proposed location):

Occupancy Capacity: The maximum allowed in the Public Meeting Room is 89 persons. Licensee shall not admit to said rented room a larger number of persons than the room will accommodate or that can safely and freely move about in said areas, whether this number is less than the maximum allowed.

No Smoking: Smoking is prohibited inside and outside (within 20 feet of an exit or entrance).

Animals: Animals will not be permitted within the Public Meeting Room unless they are used by the visually or hearing impaired.

Alcoholic Beverages: Licensee understands and agrees that the sale of alcoholic beverages requires prior written approval from Licensor and requires a state license, which is the responsibility of the Licensee to obtain. It is the responsibility of the applicant to contact Alcohol Beverage Control to obtain a license. A letter regarding the event will be provided for the applicant to present to the Alcohol Beverage Control License office. Contact Alcohol Beverage Control at:

Alcohol Beverage Control
28 Civic Center Plaza
Santa Ana, CA
(714) 558-4101

In accordance with California State law, no one under the age of 21 shall be served an alcoholic beverage while on the premises. Alcoholic beverages shall be permitted only within the confines of the Public Meeting Room and adjacent courtyard. Beer kegs are not allowed except as may be utilized by professional caterers and bartenders as part of a bar set-up. Applications to serve alcoholic beverages will not be considered for approval for any activity with a youth emphasis. This includes such activities as birthday parties for minors or student activities. If alcoholic beverages are served at the rental function, no minors are to be present without a consenting parent or guardian. Any abuse of alcohol privileges may result in immediate termination of the function and the forfeiting the refundable deposits and all rental fees which have been paid, at the sole discretion of Licensor staff. The consumption of alcoholic beverages is prohibited during set up and clean up time. Proof of license must be on file with the facility coordinator at least five calendar days prior to the event. The Licensee shall be responsible for complying with all applicable regulations pertaining to the sale or serving of alcoholic beverages and shall hold the Licensor harmless with respect to any violation thereof.

Will alcoholic beverages be served? ☐ Yes ☐ No

If yes, will a hired bartender be used? ☐ Yes ☐ No

Name and phone number of bartender _____

Music: All music shall be in compliance with the City of Rancho Santa Margarita noise regulations. Non-amplified music is not otherwise restricted. Music amplification is permitted in the Public Meeting Room only. All musicians, DJ equipment, stereos, and speakers must be confined inside the building. All music must be turned down by 10:00 p.m. and turned off no later than 11:00 p.m. Licensee request permission to play:

☐ amplified music ☐ non-amplified music ☐ no music

Name and phone number of DJ _____

Removal of Property: Licensee agrees that all materials pertinent to the event, which are not the possession of Licensor or Licensee, will be removed from the Public Meeting Room immediately after any event stated herein. Licensor, at its sole discretion, shall be authorized to dispose of, remove, or store, at the expense of Licensee, all materials remaining. Licensee shall be responsible for payment of such disposal, removal, or storage costs of such material.

Security Guards: Security guards will be required if alcoholic beverages are served, if there is live entertainment, or if a disk jockey plays amplified music. Licensee understands and agrees that Security Guards will be hired and supervised by the Licensor, but must be paid for by the Licensee. The Security Guards will be hired for a minimum of four (4) hours and scheduled to arrive and depart one-half hour before and after the requested rental time. The current hourly fee of \$_____ per hour, per guard will be charged. The security guard fee is due 14 days prior to the event and must be made payable to the contracted security vendor by check only. The security guard fee is non-refundable if the event is cancelled less than 14 days prior to the event.

Public Safety: Licensee agrees that at all times it will conduct the activities in compliance with all District, city, state and federal public safety rules, and further agrees that Licensee, and of Licensee's guests and invitees, will observe and abide by all applicable District, city, state and federal laws, regulations, and requests by duly authorized governmental agencies. If Licensor determines that a proposed event poses a potential hazard to the public safety, Licensor reserves the right to deny, cancel, or terminate the event. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways, and all ways of access to public utilities of the facility shall be kept unobstructed by the Licensee, and Licensee's guests and invitees, and shall not be used for purposes other than ingress to or egress from the facility. The Licensee's applicant shall be responsible for the actions of all participants in the event, as well as the facilities, including the restrooms. The Licensee's applicant shall be present on the premises at all times during the rental period.

Violations of District, city ordinances, regulations, state law or conditions imposed under this Facilities Rental Agreement may result in the cancellation of the remainder of the reservation. Any subsequent application by the individual or group will be reviewed by the Licensor.

Licensee also agrees not to bring onto the facilities any material, substance, equipment, or object which is likely to endanger the life of, or to cause bodily injury to, any person on the facility property or which is likely to constitute a hazard to property thereon without the prior written approval of the Licensor. Licensor shall have the right to refuse to allow any such materials, substances, equipment, or object to be brought onto the premises and the further right to require its immediate removal therefrom if found thereon. Licensee, and/or Licensee's guests or invitees, may not install or operate any equipment, fixture, or device nor operate or permit to be operated any engine, motor or other machinery or use gas, electricity, or flammable substances in the licensed space except with prior written approval of Licensor. No equipment, device, or fixture may be used which in the opinion of the Licensor endangers the structural integrity of the facility.

Clean Up Requirements: The Licensee must check the rented facility on the day of the event to make sure it is in order. Floors are to be vacuumed by Licensee after use. A vacuum is provided by Licensor. The kitchen shall be cleaned and all counters wiped down and floors moped. Basic cleaning supplies will be provided. All trash shall be removed into the specified dumpster. Tables shall be wiped down. Furniture shall be replaced in its original setting. The cost for repair of any damage to the facility or the cost of any necessary cleaning after the event will be paid for from the deposit received, and the balance of the deposit returned. If cleaning costs and/or damages exceed the amount of the deposit, payment is due to the Licensor immediately.

Control of the Facility and Right to Enter: In permitting the use of the facilities described herein, Licensor does not relinquish custody and control thereof and does hereby specifically retain the right to enforce any and all appropriate laws, rules, and regulations applicable to said premises, and representatives of Licensor may enter any of the premises and facilities described herein at any time and on any occasion without any restrictions whatsoever. All Facilities, including the area that is the subject of this Agreement, shall at all times be under the charge and control of Licensor, and/or its agents. Only Licensor shall regulate heating, air conditioning, or other electrical or mechanical units of the facility.

Damages: Licensee agrees to pay whatever expenses are required to restore any part of the rented facility to the same condition as when Licensee entered the facility, including, but not limited to, any needed surface cleaning, ordinary wear and tear excepted.

Insurance: Licensee shall procure and/or maintain general liability insurance which provides full coverage for the private event at the facility as described hereinabove, in an amount of at least One Million Dollars (\$1,000,000.00). Such policy shall name the Licensor as an additional insured. A Certificate(s) of Insurance, with accompanying additional insured endorsements, evidencing such insurance coverage, as described above, shall be provided to Licensor with this signed Agreement or in no event later than fourteen (14) days prior to the scheduled event or use of the facility. The Licensee's policy(s) shall stipulate that the insurance afforded the additional insureds shall apply as primary insurance and that any other insurance maintained by the Licensor will be excess only and shall not be called upon to contribute with the insurance described herein. The Licensor shall also have the right to require that any caterer or entertainment retained by Licensee for the private event provide similar proof of insurance and additional insured endorsements.

Indemnity, Waiver and Release: In consideration of this Agreement, the sufficiency of which is acknowledged, Licensee hereby waives, releases, discharges, and agrees to hold harmless the Licensor, and its directors, officers, members, staff, employees, servants, attorneys or agents, from and against any and all claims, demands, expenses, liabilities, disputes, rights, remedies, and causes of action of every kind and nature whatsoever, including attorney's fees (hereinafter collectively "Claims") which Licensee, or any of Licensee's invitees, guests, or any minor children for whom Licensee has the capacity to contract, may have, or which may hereafter accrue, including to his/her/their respective heirs and assigns, arising from, or related to, this Agreement or its existence, the facilities, the event described herein, and/or any act or omission of Licensor and/or its directors, officers, members, staff, employees, attorneys, or agents.

In further consideration of this Agreement, Licensee agrees to indemnify and defend Licensor and its directors, officers, members, staff, employees, servants, attorneys or agents, from and against any and all claims, demands, expenses, liabilities, disputes, rights, remedies, and causes of action of every kind and nature whatsoever, including attorney's fees (hereinafter collectively "Claims") which may hereafter accrue, including Claims by respective heirs and assigns, arising from, or related to, this Agreement or its existence, the use or rental of the facilities, the event described herein, Licensee's service of alcoholic beverages, and/or any act or omission of Licensor and/or its directors, officers, members, staff, servants, employees, attorneys, or agents. This indemnity provision applies regardless of any active or passive negligent act or omission of a party to be indemnified hereunder. The obligations described herein shall not be construed to negate, abridge, or otherwise reduce any other obligation of indemnity which would otherwise exist as to any party or person to be indemnified hereunder. This indemnification shall extend to Claims occurring after this Agreement is terminated as well as while it is in force.

Permission to Photograph: Licensee hereby gives permission to Licensor to photograph Licensee or Licensee's guests or invitees participating in the event described herein and understands that Licensee or Licensee's guests and invitees will not receive compensation for such use.

Attorneys Fees: In the event action is instituted to enforce any of the provisions contained in this Agreement, the prevailing party in such action shall be entitled to recover from the other party the reasonable attorney's fees and costs of such suit as demanded by the court, or by Mediation or Arbitration, as part of a judgment.

Construction of Agreement: This Agreement shall be interpreted in accordance and governed in all respects by the laws of the State of California. Titles and captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, or extend or describe the scope of this Agreement or any provision hereof. No provision of this Agreement is to be interpreted for or against either party because that party or legal representative drafted such provision. Whenever the context of this Agreement requires the same, the singular shall include the plural and the masculine shall include the feminine and the neuter. The persons executing this Agreement on behalf of the Licensee warrants its/their authority to do so on behalf of the Licensee, and that such authority has been duly and validly conferred.

Licensee agrees, represents and declares that Licensee has carefully read this Agreement and knows the significance of the contents thereof, and that Licensee signs the same freely and voluntarily, agreeing to each and all of the provisions and obligations described herein.

Licensee:

Name: _____

Address: _____

Telephone Number: _____

Signature: _____

Date: _____

Licensor:

By: _____

Title: _____

Date: _____

FOR TCWD USE ONLY

[] Event Approved Date: _____

[] Site Meeting Conducted Date: _____

[] Initial Deposit Received Date: _____ Amount \$ _____

[] Full Deposit Received Date: _____ Amount \$ _____

[] Food/Kitchen Permit Received Date: _____ Permit No. _____

[] Event Cancelled Date: _____

[] Signs/Decorations Approved Date: _____

[] Proof of Insurance Received Date: _____ Insurance Co. _____

[] Security Guard Request Date: _____

**TRABUCO CANYON WATER DISTRICT
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**FEE SCHEDULE
PUBLIC MEETING ROOM**

EXHIBIT “B”

**ROOM RENTAL RATES
(All Rates Quoted are Per Hour)**

	TCWD CUSTOMER*	NON-CUSTOMER
Public Meeting Room	\$ 75.00	\$ 90.00
Kitchen	\$ 25.00	\$ 25.00
Personnel Surcharge	\$ 25.00	\$ 25.00

4 hour minimum on Saturdays and Sundays.

Security guards will be required if alcoholic beverages are served, if there is live entertainment, or if a disk jockey plays amplified music. The security guards will be hired by Licensor, but must be paid for by the Licensee.

**TCWD Customers must have an active utility billing account with TCWD and must not be delinquent on the billing.*

EQUIPMENT RENTALS (Flat Rate)

EQUIPMENT	RENTAL RATE
Table	\$ 8.00 per table
Chairs	\$ 1.00 per chair
Dance Floor (12 x 12)	\$200.00
Podium with microphone	\$ 50.00
Projector/Screen with DVD/VCR	\$100.00
Microphone only	\$ 40.00
Podium only	\$ 20.00
White board – portable	\$ 25.00
C/D Player	\$ 10.00
Take down/Set up of tables/chairs/miscellaneous	\$100.00

Prices subject to change without notice